



**LETTER OF SOLICITATION**

**DEMOGRAPHIC DATA AND SOFTWARE SUBSCRIPTION**

County of San Bernardino  
Purchasing Department  
777 East Rialto Street  
San Bernardino, CA 92415-0760

March 2008

## **I. INTRODUCTION**

### **A. Purpose**

The County of San Bernardino Purchasing Department, hereinafter referred to as "County," is seeking proposals from qualified vendors for a fixed price contract to provide a Web-based software subscription for demographic data that will sort and query existing voter registration data. It is the intent of the County to establish a mutually beneficial relationship with a vendor(s) who can provide these services as required by the specifications, terms and conditions of this Letter of Solicitation (LOS).

### **B. Period of Contract**

The term of any contract awarded as a result of this LOS is for an initial term of one (1) year. The County reserves the right to negotiate an extension of the contract for three (3) one-year periods solely within its discretion, and based on satisfactory performance. The County Purchasing Agent is hereby given authority to negotiate an extension of this contract; exercise cancellation, and approve all changes to scope of contract as it is deemed necessary to provide adequate products, service and maintenance to all areas of the County. This agreement is expected to commence in May 2008, upon approval of the County of San Bernardino Board of Supervisors.

### **C. Mandatory Vendor Requirements**

All Vendors must:

1. Have sufficient staff available with experience in the disciplines required for this service as needed.
2. Be registered with the County of San Bernardino.
3. Provide three (3) references from other agencies, one (1) of which should be a government agency that Vendor has established a contract with for this type of service. Provide agency, contact name/address, phone number, and dates services were provided. This information must be included on Attachment C - References.
4. Have the ability to fulfill contract requirements, including indemnification and insurance.
5. Submit proposal in the manner as stated in Section VI of this LOS.

### **D. Questions**

Questions regarding the contents of this LOS must be submitted in writing on or before 2 PM on Monday, March 31, 2008. All questions will be answered and posted to the Internet on Friday, April 4, 2008.

### **E. Correspondence**

All correspondence and proposals are to be submitted to:

County of San Bernardino  
Purchasing Department  
Attn: Betty Alexander, Procurement Analyst  
777 East Rialto Avenue  
San Bernardino, CA 92415-0760  
Fax: 909-387-2245  
Email: [balexander@pur.sbcounty.gov](mailto:balexander@pur.sbcounty.gov)

Fax number and e-mail address may be used to submit questions only. Proposals will not be accepted by e-mail or facsimile.

### **F. Admonition to Vendors**

Once this LOS has been issued, vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this LOS. Failure to

adhere to this policy may result in disqualification of the vendor. All questions regarding this LOS can be presented in writing as indicated in Section I, Paragraph D.

**G. Proposal Submission Deadline**

All proposals must be received at the address listed in Section I, Paragraph E, no later than 2 PM on Thursday, April 17, 2008. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened or considered.

**II. PROPOSAL TIMELINE**

Release of Solicitation	Wednesday, March 19, 2008
Deadline for Submission of Questions	Monday, March 31, 2008, 2 PM PST
Responses to Questions Posted to County Website	Friday, April 4, 2008
Deadline for Proposals	Thursday, April 17, 2008, 2 PM PST
Tentative Date for Awarding Contract	May 2008

**III. PROPOSAL CONDITIONS**

**A. Contingencies**

This LOS does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals. The County reserves the right to waive any immaterial irregularities in submitted proposals.

**B. Modifications**

The County reserves the right to issue addenda or amendments to this LOS.

**C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this LOS. It is the vendor's responsibility to ensure that its proposal arrives on or before the specified time.

**D. Incurred Costs**

This LOS does not commit the County to pay any costs incurred by vendors in the preparation of a proposal in response to this request and vendors agree that all costs incurred by vendors in developing this proposal are the vendor's responsibility.

**E. Negotiations**

The County may require the potential vendor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

**F. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

**G. Alternate Proposals**

The County will consider any and all proposals. A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The County does, however, reserve the right to reject any or all proposals.

**H. Formal Contract**

Vendor will be required to enter into a formal agreement with the County. This LOS sets forth some of the general provisions which will be included in the final contract. In submitting a response to this LOS, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. Failure to raise any objections to the contract language at the time of submittal of a response to this LOS will result in a waiver of objection to any of the contract language.

**I. Final Authority**

The final authority to award a Contract rests solely with the County of San Bernardino Board of Supervisors.

**IV. SCOPE OF WORK**

**A. Background**

The County of San Bernardino Board of Supervisors adopted purchasing policies on July 1, 2000 which require all procurements be solicited on a competitive basis. To meet these policies, vendors are required to prepare and submit a proposal for the requested service.

The County conducts monthly mailings to inform its citizens about projects that are occurring within the community. The letters also help promote County programs that provide assistance to families, seniors, and businesses.

The County is looking for a solution to track these correspondences effectively to reduce program costs. The software should provide a component for staff to easily manage and update constituent data on a frequent basis.

The vendor will be considered the expert for this proposal and is encouraged to provide additional suggestions and solutions to meet the County needs.

**B. Purpose**

This LOS (J-84) is being released to solicit a vendor that can provide a Web-based demographic data and software subscription service to the County. The County wishes to identify the vendor that is able to provide the best value at the most competitive cost to the County.

**C. Service Specifications**

A software subscription service that can provide:

1. Computer generated reports and service to the County
2. Query tools and sorting of existing voter registration data
3. Ability to make updates to existing data
4. Demographic data sorts by:
  - a. ZIP Code
  - b. Age
  - c. Gender
  - d. Ethnicity
  - e. Education
  - f. Precinct Numbers (street blocks)
  - g. Registered or Non-Registered Voter
  - h. City or Unincorporated Areas
  - i. Other
5. Mail merge capabilities
6. Track letters previously mailed
7. Provide a tracking report of returned letters
8. Track constituent responses

## **V. Contract Requirements**

### **A. General**

#### **1. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

#### **2. Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

#### **3. Representation of the County**

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

#### **4. Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

#### **5. Change of Address**

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

#### **6. Subcontracting**

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

#### **7. Agreement Assignability**

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

#### **8. Agreement Amendments**

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and approved by the required persons.

#### **9. Termination for Convenience**

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

#### **10. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V. B. 1. - Indemnification.

**11. Venue**

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

**12. Licenses and Permits**

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Contract.

**13. Notification Regarding Performance**

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

**14. Conflict of Interest**

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

**15. Improper Consideration**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**16. Employment of Former County Officials**

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. Failure to provide this information may result in the response to the LOS being deemed non-responsive.

**17. Inaccuracies or Misrepresentations**

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the LOS process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**18. Recycled Paper Products**

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

**19. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V.A.9. -Termination for Convenience. Unless otherwise directed by the County, Vendor may retain copies of such items.

**20. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

**21. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct

of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

## **22. Local Preference**

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an LOS/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this LOS and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local vendor for the contract award.

## **23. Electronic Fund Transfer Program**

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

## **B. Indemnification and Insurance Requirements**

### **1. Indemnification**



The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

**2. Insurance**

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- a. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000);
- b. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; **or**
- c. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- d. Fidelity Bond - A Fidelity Bond in the amount of \$500,000.00 to cover Dishonest Acts of Employees shall be provided by the vendor to the County.

**3. Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**4. Waiver of Subrogation Rights**

The Vendor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.

**5. Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**6. Proof of Coverage**

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Vendor shall furnish certified copies of the policies and all endorsements.

**7. Insurance Review**

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced, or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

**2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

**VI. Proposal Submission**

**A. General**

1. All interested and qualified vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire LOS, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the LOS have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this LOS.

3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the LOS instructions, responsiveness to the LOS requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph G.
6. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."

**B. Proposal Presentation**

1. Proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and four (4) copies, total of five (5), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor name, address, telephone number, LOS number, LOS title, and proposal due date.
3. Hand carried proposals may be delivered to the address listed in Section I, Paragraph E, between the hours of 8 AM and 5 PM, Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

**C. Proposal Format**

Vendors must provide the following information in the following order:

1. **Cover Page- Attachment A**  
Use Attachment A as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.
2. **Mandatory Vendor Requirements- Attachment B**  
Complete, initial, sign and include in the submitted proposal.
3. **Statement of Experience**  
Include the following in this section of the proposal:
  - a. Number of years the prospective Vendor has been in business under the present business name, as well as related prior business names.
  - b. A statement that the prospective Vendor has a demonstrated capacity to perform the required services.
4. **References- Attachment C**  
Provide three (3) references from other agencies, one (1) of which should be government agencies, with whom you have established a contract for this type of service. Provide agency, contact name/address, phone number, and dates that services were provided.
5. **Proposal Description- Attachment**  
Provide a detailed description of the vendor's proposal.
  - a. Give a brief synopsis of the Vendor's grasp of the County's needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor's entire proposal.
  - b. Develop a brief narrative description of the proposed plan to achieve the Scope of Work, Section IV.
6. **Proposed Cost Sheet- Attachment D**  
For evaluation purposes, please provide pricing on the Proposed Cost Sheet.

## **VII. Evaluation Process**

### **A. General**

All proposals will be subject to a standard review process developed by the County by an Evaluation Committee. The committee will be comprised of appropriate Purchasing Department, Information Services Department, and District Office personnel, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring proposals will be based on an ordinal ranking system.

### **B. Evaluation Criteria**

#### **1. Initial Review**

- a. All proposals will be initially evaluated to determine if they meet the mandatory Vendor requirements as outlined in Attachment B.
- b. The proposal must be complete, in the required format, and be in compliance with all the material requirements of this LOS.
- c. Prospective vendors must submit all required documentation as outlined in this LOS.
- d. Prospective vendors must provide three (3) references from other agencies that they have provided the same or similar service as being requested in this LOS using Attachment C - References.
- e. All attachments (Attachments A through D) must be included in the vendor's proposal.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential. In such cases, the vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.

#### **2. Final Review**

Proposals that meet the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Vendor's qualifications and experience in providing these services. This review will be based upon the three (3) customer references provided.
- b. Competitive pricing compared to other qualified vendor proposals.
- c. Vendor's proposed plan to achieve the Scope of Work, as outlined in Section IV.
- d. The County will request a live demonstration of the Vendor's product/service at no cost to the County.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this LOS.

### **C. Contract Award**

1. Contract(s) will be awarded based on a competitive selection of proposals received. A recommendation will be made to the County of San Bernardino Board of Supervisors. The County of San Bernardino Board of Supervisors makes the ultimate determination regarding award of contract.
2. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual contract may result in cancellation of the award.
3. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the LOS requirements is critical to a successful proposal.

**D. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Interim Purchasing Director. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters, as applicable.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the LOS or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Interim Purchasing Director  
County of San Bernardino  
Purchasing Department  
777 East Rialto Avenue  
San Bernardino, CA 92415-0760

**ATTACHMENT A – COVER PAGE**

**VENDOR'S NAME** (*name of firm, entity or organization*):

\_\_\_\_\_

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** \_\_\_\_\_

**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

\_\_\_\_\_

**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**VENDOR'S ORGANIZATIONAL STRUCTURE**

\_\_\_ Corporation    \_\_\_ Partnership    \_\_\_ Proprietorship    \_\_\_ Joint Venture

\_\_\_ Other (explain): \_\_\_\_\_

If Corporation,      Date Incorporated: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation: \_\_\_\_\_

**VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS LOS REQUESTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VENDOR'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**ATTACHMENT B – MANDATORY VENDOR REQUIREMENTS**

**The following requirements apply to all prospective vendors.**

	<b>Requirement</b>	<b>Agree (initial)</b>	<b>Disagree with requirement (initial and explain in Attachment F- Exceptions)</b>
1.	Have sufficient staff available with experience in the disciplines required for this service as needed.		
2.	Be currently registered with the County of San Bernardino.		
3.	Provide three (3) references from other agencies, one (1) of which should be a government agency that Vendor has established a contract with for this type of service. Provide agency, contact name/address, phone number, and dates services were provided. This information must be included on Attachment C - References.		
4.	Have the ability to fulfill contract requirements, including indemnification, insurance.		
5.	Submit proposal in the manner as stated in Section VI of this proposal.		

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT C – REFERENCES**

Identify past and current experience in providing services similar to those requested in this LOS.

Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)

\*Enter "**Present**" if still providing the services.



**ATTACHMENT D – PROPOSED COST SHEET**

Please list cost of your services that include, but are not limited to, the items listed below:

1. Monthly Service Cost – state what is included in the monthly service.
2. Charges by number of users with unlimited access to all reports and queries.
3. Itemized charges for reports and queries.
4. Charge for Letter of Notification

**Additionally, vendors should list all access restrictions beyond the administrative level.**